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NOT CIRCULATE

A G R E E M E N T

between

CITY OF ASBURY PARK

in the County of Monmouth

and

CITY OF ASBURY PARK EMPLOYEES UNION

CHAPTER V, LOCAL 196

INTERNATIONAL FEDERATION OF

PROFESSIONAL AND TECHNICAL ENGINEERS

AFL/CIO

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A G R E E M E N T

THIS AGREEMENT entered into this _____ day of _____, 197 , by and between CITY OF ASBURY PARK, in the County of Monmouth, a municipal corporation of the State of New Jersey, hereinafter called the "City", and CITY OF ASBURY PARK EMPLOYEES UNION, CHAPTER V, LOCAL 196, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL/CIO, hereinafter referred to as the "Union".

WHEREAS, the City and the Union have heretofore entered into negotiations as to various matters concerning the conditions of employment; and

WHEREAS, the City and the Union now desire to reduce the agreements arrived at by said negotiations to a written agreement;

NOW, THEREFORE, WITNESSETH the parties hereto do agree to as follows:

ARTICLE I

REGOGNITION

The City hereby recognizes the Union as the majority representative of the City's employees pursuant to the Statutes of the State of New Jersey, but excluding, however, skilled professionals, supervisors, foremen, administrative personnel, police and firemen, and such others, if any, who have been excluded from the Bargaining Unit resulting from P.E.R.C. determination.

ARTICLE II

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the

State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administration control of the City Government and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to New Jersey State Statutes, Civil Service Rules and Regulations and applicable City Ordinances.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of the City of Asbury Park.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R. S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

D. At the time of any new job classification, or proposal for same, the rate of pay for any of the said positions will be guided by the salary ordinance adopted for the year 1975 by the City and by the classification of said job by the New Jersey State Civil Service Commission.

E. The provisions of this Agreement shall be applied without discrimination to all employees of the bargaining unit based on sex, age, race, color, creed, or Union activity.

ARTICLE III

PROMOTIONS

A. The City agrees that, where promotions are available, employees within this bargaining unit presently employed on a permanent basis, shall be appointed from Civil Service promulgated lists of existing employees over non-employees, when and wherever possible, when three or more names appear on said Civil Service lists.

ARTICLE IV

WORKING CONDITIONS

A. The City agrees that any benefit or working condition improvement, granted to full time employees, who are included in this bargaining unit as determined by P.E.R.C. will receive such benefit or improved working condition whether or not he or she be members or non-members of the Union, subject however to the State of New Jersey Civil Service Rules, Regulations, Statutes of the State of New Jersey and existing local ordinances.

B. If any provision of this Agreement hereinbefore or hereinafter recited, or any application of this Agreement as it affects any employee or group of employees, is held invalid by operation of Law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect, and; whereupon the parties agree to negotiate immediately for a substitute for that portion of the Agreement invalidated.

C. All past privileges and practices not covered in the Agreement more favorable to employees shall be continued, so long as the same does not conflict with the Statutes of the State of New Jersey and Civil Service Rules and Regulations.

ARTICLE V

HOURS OF WORK AND OVERTIME FOR "BLUE" COLLAR WORKERS

A. The normal work week is defined as the period commencing Monday to Friday inclusive, and shall be forty (40) hours per week, eight (8) hours per day, except for those employees on shift work or guard work, or Violations Officers who may work a split week.

B. The normal work week for shift work or guard work shall be forty (40) hours per week, eight (8) hours per day, consisting of five (5) consecutive days.

C. Overtime shall be compensated for at the rate of time and one-half for all time worked in excess of forty (40) hours as heretofore recited. Excluded, however, are those employees known as "white" collar workers and hereinafter referred to as to work week, etc.

D. A list of those persons in the titles referred to as "blue" collar workers will be annexed hereto and made a part hereof.

ARTICLE VI

HOURS OF WORK AND OVERTIME FOR "WHITE" COLLAR WORKERS

A. White collar workers shall be deemed to be such employees as is recited and set forth on the schedule annexed hereto and made a part hereof.

B. The normal work week shall be five (5) days consisting of seven (7) hours per work day, except for those employees on shift work.

C. Radio Dispatcher-Fire Department: The work week for the same shall consist of forty-two (42) hours, averaged out over an eight (8) week cycle. This said cycle shall coincide with the schedule shift that said person is assigned to.

D. Overtime will be paid at the rate of time and one-half, or compensatory time off at the rate of time and one-half at the request of the employee.

E. After a thirty-five (35) hour work week, excepting those employees excluded by virtue of the recitals in the previous Article ("blue collar workers") who shall work a forty (40) hour work week as recited herein, both blue and white collar workers will be paid overtime as follows:

1. All time in excess of the regular daily working hours.
2. On scheduled days off.
3. In the event an employee works on one of the holidays enumerated herein, the City shall pay one (1) full day's wages, plus time and one-half for said day, or at the discretion of the employee, he shall receive one and one-half (1½) day's pay plus an additional day to be added to the vacation due. Excluded however from this said overtime recital, are Fire Department Dispatchers and Violations Officers, who shall be compensated for holiday time in the same manner as are the Firemen and Policemen of the City.

F. Any employee on vacation or holiday, that time taken shall be considered time worked.

G. Overtime when and wherever feasible shall be distributed equally on a departmental basis among members of this bargaining unit. Supervisors or department heads may consider an emergency to exist, and in such event may require whatever personnel is necessary to work, and such personnel shall be designated by seniority, wherever practicable.

H. A list of employees and their hours of overtime shall be maintained in each department.

I. Any change in the usual starting and ending time schedule shall be by mutual agreement between the City and Union.

J. Employees of this bargaining unit shall receive a fifteen (15) minute break period in the morning and in the afternoon, to begin no sooner than two (2) hours from the start of a shift work.

ARTICLE VII

SENIORITY

A. Seniority is herewith defined as the length of an employee's continuous permanent service with the City, and as more particularly set forth in the New Jersey State Civil Service rules, regulations, and statutes.

B. An employee shall cease to have seniority rights by reason of the following:

1. Voluntary quitting or resigning.
2. Justifiable discharge.
3. Absence without notice for five (5) consecutive days shall constitute resignation except for reasons approved by the City Manager and further subject to and conditioned upon the approval of the Civil Service Commission and applicable New Jersey State Statutes.

C. Seniority shall be applied for the following purposes, in addition to those provided for by New Jersey State Civil Service rules, regulations and applicable New Jersey State statutes:

1. Priority selection of vacations where feasible.

ARTICLE VIII

LAYOFF AND TERMINATION

A. Wherever it shall be necessary in the opinion of the City, to decrease or increase the number of employees in the bargaining unit, he or she shall be laid off in accordance with New Jersey State Civil Service rules and regulations, and applicable New Jersey State statutes.

B. No employee shall be laid off or his work terminated for reasons other than just cause as long as the City requires the work done by the employee and this said Agreement shall be only for the year of 1975. There shall be no contracting or subcontracting of work normally performed by employees except where there are an insufficient number of employees of required skill to perform the work required, but in no instance where such contracting or subcontracting would require a layoff, or while employees able to do the work are on layoffs.

C. Recall rights after layoff shall be governed by the New Jersey State Civil Service rules and regulations, and New Jersey State statutes.

D. At time of layoff, employees shall receive all vacation time due but not taken.

E. In the event a reduction in work force is necessary in the opinion of the City, in any area or department, the City will endeavor to place affected employees in available openings, and permanent employees shall have first choice over temporary employees, or new employees, subject however to New Jersey State Civil Service rules and regulations, applicable New Jersey State statutes, and existing local ordinances.

ARTICLE IX

HOLIDAYS

A. The City will pay employees for the following holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Good Friday	Election Day
Washington's Birthday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Employee's Birthday	Martin Luther King Day

B. Two (2) religious holidays shall be granted employees, such time to be charged at the discretion of the employee, to his or her accrued vacation leave due, or in the event the employee does not desire to charge the said religious holiday time to vacation time, the said employee may elect to take the said day off without pay.

ARTICLE X

JURY DUTY

A. Employees shall receive full salary while serving on Jury Duty in exchange for an assignment and delivery to the City of their jury duty compensation, exclusive of travel or expense compensation therewith.

ARTICLE XI

DEATH LEAVE

A. Bargaining Unit Members shall be granted three (3) working days off if death occurs in the immediate family, which shall consist of father, mother, step-father, step-mother, spouse, brother, sister, step-brother, step-sister, child, step-child, mother-in-law, or father-in-law. The said time off shall be with pay.

B. Bargaining Unit Members shall be granted the day of the funeral with pay, of the following named members of the family: grandmother, grandfather, grandchild, son-in-law or daughter-in-law

ARTICLE XII

PERSONAL BUSINESS

A. The City will grant time off for personal business which must be charged to accrued vacation time only.

ARTICLE XIII

OVERTIME MEALS

A. The City will provide meals for employees working emergency overtime, but the meal allowances and quantity thereof shall be at the discretion of the head of each department and shall be approved by the City Manager.

ARTICLE XIV

INJURY LEAVE

A. Whenever a member of the bargaining unit is incapacitated from duty because of a physical injury sustained in the performance of his or her duty, such employee shall receive full wages for a period of seven (7) days from the commencement of such injury. In the event said disability continues beyond said seven (7) days, the City agrees to continue the employee's wages provided the employee files a petition for disability benefits as soon as practicable in accordance with the Workmen's Compensation Act of the State of New Jersey, and the employee shall assign or pay over to the City any temporary disability payments received under said award for disability, for whatever period the said employee is paid by the City under this said provision.

B. Absence from work under the provision aforesaid when a disability occurs resulting from a work-connected injury, shall not be charged to the employee's Sick Leave.

C. Payment provided for under the aforesaid provisions shall be limited to fifty-two (52) weeks for any one injury, and in accordance with the rules and regulations of the Workmen's Compensation Bureau and applicable New Jersey State Statutes.

ARTICLE XV

SICK LEAVE

A. Amount of Sick Leave:

1. The minimum sick leave with pay shall accrue to any employee of the bargaining unit on the basis of one (1) working day per month during the remainder of the first calendar year of employment after the initial appointment, and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose only. In the event any improvements in the manner of sick leave shall be granted to other employees of the City who are not members of this bargaining unit, the City shall grant equal improvements to the members of this bargaining unit.

B. Reporting of Absence on Sick Leave:

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time.

a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation, except in the event the employee by reason of an emergency is unable to contact his supervisor, then and in such event the employee shall make such notification as soon as is practicable.

C. Verification of Sick Leave:

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness, and ability to assume full duty.

a. An employee who has been absent on sick leave for periods totalling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

b. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties or that his return will not jeopardize the health of other employees.

D. Using each full calendar year that an employee is actively employed, an additional four (4) days vacation will be granted in the following year's vacation only, if the employee has perfect attendance during the earning year. Two (2) days vacation will be added to the employee's regular vacation if he does not have perfect attendance during the calendar year as aforesaid, providing however that the said employee has less than five (5) days off from his normal, usual and regular attendance, providing also, however, that the amount of time to be computed for days off shall be exclusive of bereavement time and/or specially granted award time.

ARTICLE XVI

VACATIONS

A. All employees, who are members of the bargaining unit, shall be granted a vacation if earned in each vacation year. The vacation year shall be deemed to commence on January 1, and terminate on December 31.

B. Vacations may be taken at any time in the year, subject to the approval of the supervisor of the employee; however, no vacation shall be taken from that period commencing Memorial Day through the Monday next succeeding Labor Day in any calendar year.

C. Vacations shall be earned in the following manner:

<u>Years</u>	<u>Working Days</u>
One to five years, inclusive.....	12
Six to ten years, inclusive.....	14
Eleven to fifteen years, inclusive.....	18
Sixteen to twenty years, inclusive.....	20
Commencing with the twenty-first year.....	23

Every member of the bargaining unit shall be permitted to have within any vacation year not more than two (2) "split" vacation periods; however, there shall be no vacations permitted during the period of time hereinbefore referred to.

D. Anything hereinbefore to the contrary notwithstanding, the City Manager, his designee or the supervisor of the employee shall determine and approve the dates and times of vacation to be taken by the employee of the Union. Wherever and whenever possible or feasible, the schedule of vacations to be taken shall be on a seniority basis.

E. Employees of this bargaining unit shall not be required to work on any day which is a vacation day. However, employees may be recalled in the event of an emergency, and in such case

shall receive one and one-half (1½) days vacation for each day of recall, or in the discretion of the employee and at the said employee's request, he or she may receive money in lieu of the extra time, and the same shall be paid at the rate of time and one-half.

F. The vacation period is recognized as January 1 through May 30 and commencing again on the second Monday in September through December 31 of each calendar year. In exceptional circumstances, the City Manager may, on request, grant vacations at other times than that recited herein.

ARTICLE XVII

HOSPITALIZATION AND INSURANCE

A. The City shall provide enrollment in a medical and surgical insurance plan for all permanent employees of the Union, their spouses and children of their marriage, as soon as possible, at the nearest or next registration date and in the manner prescribed by the Insurer as to definition of employee, spouses and children.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union or the City.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of City initiated grievances which will proceed in accordance with the provisions hereinafter recited, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One:

The aggrieved shall present the said grievance to his or her immediate supervisor within ten (10) calendar days after the event giving rise to the grievance has occurred. Failure by the aggrieved to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The immediate supervisor shall reply within two (2) working days, excluding Saturday, Sunday and holidays. Failure to reply shall constitute a denial.

Step Two:

In the event the grievance aforesaid is not settled at the first step, the grievance shall be presented to the department head who shall reply in writing within three (3) days of receipt of the grievance, excluding however Saturday, Sunday and holidays. Failure to reply shall constitute a denial.

Step Three:

In the event the grievance is not resolved to the satisfaction of any of the parties herein referred to, the said grievance shall be presented in writing to the City Manager, who, within three (3) days excluding Saturday, Sunday and legal holidays, will conduct a meeting of the aggrieved(s), his or her representative(s), and such other parties who may have personal knowledge of the events referred to in said grievance. The City Manager shall render a decision verbally and in writing within

three (3) days after said meeting or hearing, excluding however Saturday, Sunday and legal holidays.

Step Four:

In the event the grievance is not resolved at the completion of the procedures aforementioned, the aggrieved may within fifteen (15) days of receipt of the written decision of the City Manager, or if no decision is received within fifteen (15) days of the filing of the grievance at the step previously herein referred to, appeal the decision of any of the persons hereinbefore referred to, to arbitration through selection of an arbitrator from a panel submitted by the New Jersey State Board of Mediation. The decision of the arbitrator shall be final and binding on all parties, and the cost of the said arbitrator shall be shared equally between the Union and the City.

D. City Grievances

Grievances initiated by the City shall be filed directly with any authorized Union officer, delegate or steward within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance aforesaid by the City Manager, his designee, the person against whom the grievance has been initiated, and a representative of the Union, in an earnest effort to adjust the differences between the parties. In the event the said differences are not adjusted, the City shall be afforded the opportunity to invoke the arbitration procedure hereinbefore referred to.

ARTICLE XIX

GENERAL CONDITIONS

Manager

A. The City/and the Union agree to cooperate in providing measures which will make employees' working conditions and surroundings more pleasant. The City/Manager shall give consideration to

all suggestions submitted by employees and/or the Union. All suggestions shall be made through proper channels commencing with the employee's department head.

B. The City agrees to permit the posting of Union information on bulletin boards in each area which Union Employees are assigned, with the exception of posting any political notice or other notice which does not concern City business. All notices must include the name of the person who is responsible for the posting thereof.

C. Employees who are members of the bargaining unit shall be assigned work within their job classification but this said assignment shall not be retroactive but shall commence on the day and date of the execution of this within Agreement. In no event shall an employee be assigned the work of a higher classification when another employee of the higher classification is available to do the said work.

D. Employees shall have the right and responsibility to notify their department head of all hazardous safety conditions not corrected or tended to by their supervisor. No employee shall be required to operate equipment or work under unsafe conditions.

ARTICLE XX

WAGES

A. Commencing January 1, 1976, the maximum salaries of the employees whose titles are annexed hereto, shall be ten (10%) per cent above the amount provided for the the Ordinance for salaries commensurate with the titles set forth therein. All employees not serving on a probationary basis shall receive the maximum salary as provided for in said Ordinance.

B. On July 1, 1976, the maximum salaries of the employees whose titles are annexed hereto shall be ten (10%) per cent above the amount which is to become effective on January 1, 1976. All employees not serving on a probationary basis shall receive the maximum salaries as herein set forth.

ARTICLE XXI

UNION REPRESENTATION

A. The City agrees to pay for four (4) Union committee members for time spent during regular working hours in meetings with the City Manager or his designee.

B. Two (2) delegates will be allowed five (5) days to go to a Union convention in any calendar year.

C. Union officials shall be permitted time with notification to their department head, during regular working hours, for the purpose of investigating or processing grievances.

ARTICLE XXII

MANNER OF SALARY PAYMENT

A. Commencing January 1, 1976, employees of the Union shall be paid bimonthly one-twenty-fourth (1/24) of their annual salary, with deductions for excessive sick time and increments for overtime to be adjusted during the next succeeding pay period. A record of each employee's sick leave shall be available to the officially designated Union stewards monthly.

ARTICLE XXIII

LONGEVITY PAY

A. Longevity pay shall be granted to each permanent employee of the Union, commencing January 1, 1975, in the following manner:

<u>Years of Service</u>	<u>Percent of Base Pay</u>
Beginning 5th year through 9th year.....	2½%
10th through 14th year.....	5%
15th through 19th year.....	7½%
20th year of service and thereafter.....	10%

B. Members of the Union whose anniversary date falls between January 1st and June 30th shall be paid as of July 1st. Members of the Union whose anniversary date falls between July 1st and December 31st shall be paid as of January 1st.

C. Longevity pay shall be paid regularly as part of the salary of the members of the Union.

TERMS OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and caused these presents to be signed by their proper corporate officers, the day and year first above written.

By

Mayor

ATTEST:

Mary V. Martin, Clerk

By

President

Approved as to form:

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SCHEDULE OF "WHITE" COLLAR WORKERS

Payroll Specialist
Sanitary Inspector
Principal Clerk Bookkeeper
Principal Assessing Clerk
Principal Clerk Steno
Administrative Clerk - Public Works
Senior Clerk Bookkeeper
Assistant Building Inspector (EEA)
Administrative Clerk - City Clerk
Deputy Registrar Vital Statistics
Senior Clerk Steno
Senior Bookkeeping Machine Operator (EEA)
Senior Clerk Typist
Deputy Municipal Court Clerk
Senior Clerk
Radio Dispatcher - Fire Department
Health Aid
Community Development Worker (EEA)
Receptionist (City Hall)
Clerk Steno
Clerk Typist - Bi-lingual
Clerk Typist
Receptionist (Convention Hall)
Bookkeeping Machine Operator (EEA)
Clerk Typist - Rodent and Insect Control
Clerk Typist (EEA)

WHITE COLLAR WORKERS

ADMINISTRATIVE CLERK - LIBRARY
ADMINISTRATIVE CLERK - PUBLIC WORKS
ASSISTANT BUILDING INSPECTOR
CLERK STENOGRAPHER
CLERK TYPIST
CODE ENFORCEMENT OFFICER
DEPUTY MUNICIPAL COURT CLERK
HOUSING INSPECTOR
JUNIOR LIBRARY ASSISTANT
LICENSE SUPERVISOR
MUNICIPAL COURT CLERK
POLICE RECORDS CLERK
PRINCIPAL CLERK BOOKKEEPER
PRINCIPAL CLERK STENOGRAPHER
PRINCIPAL ASSESSING CLERK
RECEPTIONIST
SANITARY INSPECTOR
SENIOR CLERK
SENIOR CLERK TYPIST
SENIOR LIBRARY ASSISTANT
SENIOR LIBRARIAN - CHILD
SUPERVISING LIBRARY ASSISTANT
WELFARE INVESTIGATOR

BLUE COLLAR WORKER

BUILDING MAINTENANCE WORKER - (BEACH)
BUILDING MAINTENANCE WORKER - (GENERAL OFFICE)
BUILDING SERVICE WORKER - LIBRARY
BUILDING SERVICE WORKER - BEACH
CARPENTER - (BEACH)
CARPENTER HELPER
ELECTRICIAN
ELECTRICIAN - BEACH
EQUIPMENT OPERATOR - STREETS
GUARD PUBLIC PROPERTY - (BEACH)
GUARD PUBLIC PROPERTY - (REFUSE)
LABORER - BEACH
LABORER HEAVY - BEACH
LABORER - PARKS
LABORER - STREETS
LABORER - REFUSE
MAINTENANCE REPAIRER
MAINTENANCE REPAIRER PAINTER - BEACH
MASON PLASTERER
MECHANIC - REFUSE
MECHANIC AND MAINTENANCE REPAIRER - (STREETS)
PAINTER - BEACH
PARKING METER COLLECTOR AND REPAIRER
PARKING VIOLATION OFFICER
PLUMBER
PLUMBERS HELPER - BEACH
RADIO DISPATCHER
SENIOR MECHANIC - (STREETS)